

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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FARAH JEAN FRANCOIS,

Plaintiff,

Case No. 1:22-cv-4447-JSR

- against -

(Hon. Jed S. Rakoff)

**VICTORY AUTO GROUP LLC d/b/a
VICTORY MITSUBISHI, SPARTAN
AUTO GROUP LLC d/b/a VICTORY
MITSUBISHI, STAVROS ORSARIS,
YESSICA VALLEJO, DAVID PEREZ,
DIANE ARGYROPOULOS, and
PHILIP ARGYROPOULOS,**

Defendants.

**AFFIRMATION IN SUPPORT
OF MOTION TO BE RELIEVED**

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H. NICHOLAS GOODMAN, an attorney duly admitted to practice law in the Courts of the State of New York, hereby affirms the following to be true under penalties of perjury:

1. I am a principal of Nicholas Goodman & Associates, PLLC (“Movant”), counsel for the remaining Defendant, Spartan Auto Group LLC (“Spartan”). I submit this Affirmation in support of Movant’s motion for an Order, pursuant to Local Civil Rule 1.4, permitting its withdrawal as co-counsel in this action.

2. This action has been substantially resolved. Pursuant to a Consent Judgment so-ordered by the Court on November 7, 2024, all substantive claims in this matter have been discharged. The sole matter remaining before the Court is Plaintiff’s petition for an award of costs and attorneys’ fees, which is pending against Spartan only.

3. Over the past months, irreconcilable differences arose between Movant and Spartan. As of now, communications have broken down to the point that Movant is no longer able to provide Spartan with the representation it needs with respect to any hearing this Court may conduct concerning that petition and any representation that may be required or desirable thereafter.

4. Grounds for withdrawal exist because irreconcilable differences have arisen between Movant and Spartan concerning Spartan's obligations under the governing retainer agreement. These differences have resulted in a breakdown of the attorney-client relationship and render Movant's continued representation untenable.

5. Spartan will suffer no prejudice from Movant's withdrawal. Co-counsel, J.L. Russo, P.C., is fully conversant with the history and posture of this matter and will continue to serve as counsel of record for Spartan, ensuring continuity of representation. Given that this litigation is now limited to a single, post-judgment fee petition, the continued involvement of two separate law firms is unnecessary, and Movant's withdrawal will promote judicial and client efficiency. Such grounds are satisfactory for withdrawal.

6. Movant affirms that it asserts no retaining or charging lien against Spartan.

7. This motion has been served upon the client and all parties of record. No prior application for this relief has been made.

WHEREFORE, Movant respectfully requests that the Court issue an Order relieving the law firm of Nicholas Goodman & Associates, PLLC as counsel for Spartan Auto Group LLC for all further proceedings.

Dated: New York, New York
July 25, 2025

NICHOLAS GOODMAN & ASSOCIATES, PLLC

BY: 

H. Nicholas Goodman, Esq.

Attorneys for Defendants

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TO: Plaintiff's Counsel via ECF

and

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